



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE WM-5

March 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**WATER INFRASTRUCTURE – LOS ANGELES RIVER BASIN
COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICTS 1, 4, AND 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Chairman to sign the enclosed Agreement between the Los Angeles County Flood Control District (District) and the City of Downey for the United States Environmental Protection Agency Water Infrastructure – Los Angeles River Basin Grant (Grant), which provides for the City to manage the Grant and design of a regional trash reduction facility at Peck Road Water Conservation Park, and also provides for the District to provide \$175,000 as matching funds for the Grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement allows the District to partner with the City of Downey to evaluate policy measures and design Best Management Practices to reduce the discharge of trash into our local waterways.

The Grant provides funding to complete (1) a Policy Study to identify methods that could reduce improper disposal of food and beverage containers, (2) design of a regional trash reduction facility at Peck Road Water Conservation Park, and (3) design of another trash reduction facility at a location to be determined.

The total project cost is \$788,545. The \$433,700 Grant requires a local match of \$354,845, of which the District will contribute \$175,000. Half of the District's contribution is going to the design of the Peck Road Water Conservation Park trash reduction facility and the other half to the other components of the Grant. Remaining funding for the local match will be provided by the City of Downey and other local agencies.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action also meets the goal of Fiscal Responsibility by sharing costs with other agencies and utilizing grant funding.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The Agreement provides for the District to contribute \$175,000 of its own funds to the City of Downey. Funding is included in the Fiscal Year 2006-07 Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The recommended action does not constitute a project under the California Environmental Quality Act and therefore does not require an environmental finding.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

The Honorable Board of Supervisors
March 6, 2007
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CONCLUSION

Please return three adopted copies of this letter and three original signed Agreements to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

DBS:sv

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Enc.

cc: Chief Administrative Office
County Counsel

**COOPERATIVE AGREEMENT
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF DOWNEY**

This Cooperative Agreement, herein after referred to as AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as DISTRICT, and the City of Downey, a municipal corporation in the County of Los Angeles, herein referred to as CITY.

WITNESSETH

WHEREAS, the CITY received Federal grant XP-97979001-0 from the United States Environmental Protection Agency (USEPA) entitled *Water Infrastructure – Los Angeles River Basin* in the amount of \$433,700 (USEPA Grant), in support of a proposal to investigate Trash Reduction Strategies Applicable to Cities in South Los Angeles County Watersheds; and

WHEREAS, the grant application identified that Federal funds would be utilized for demonstration projects that provide information on cost-effective, easy to implement responses to the issue of Trash in Los Angeles County watersheds; and

WHEREAS, the DISTRICT in collaboration with the CITY, other local agencies, and industry trade groups, has agreed to support this study effort; and

WHEREAS, the USEPA Grant requires a local match of at least \$354,845, which is equal to at least 45 percent of the total grant funding; and

WHEREAS, approximately half of the DISTRICT and USEPA funding will be directed toward the Peck Road Water Conservation Park Sub-Regional Trash Control Project (Sub-Regional Project), wherein the DISTRICT is a project participant along with the local cities of Arcadia, Monrovia, and Sierra Madre; and

WHEREAS, the proposed Sub-Regional Project would benefit the DISTRICT, the participating cities, and other cities in South Los Angeles County; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and collaborating stakeholders, it is hereby agreed as follows:

(1) DISTRICT AGREES:

To contribute \$175,000 of its own funds to the CITY, consistent with the terms of USEPA Grant XP-97979001-0 entitled *Water Infrastructure – Los Angeles River Basin*. This grant will be used to investigate trash reduction strategies applicable to cities in south Los Angeles County, implement projects that reduce trash within

the waterways, and implement projects that provide information on cost effective, easy to implement controls on trash in the Los Angeles River and its tributaries.

(2) CITY AGREES:

- a. To dedicate approximately half of the total \$175,000 DISTRICT contribution and half of the USEPA Grant toward the Peck Road Water Conservation Park Sub-regional Project, within the jurisdiction of the Cities of Monrovia and Arcadia, wherein the DISTRICT is also a participant.
- b. Manage the USEPA grant and provide the DISTRICT with written status reports detailing accounting of funding, and status of projects.
- c. To return to the DISTRICT, the remaining amount of any uncommitted DISTRICT contribution, if for any reason, the grant is revoked, or upon receipt of written DISTRICT request, within thirty (30) days of such revocation or request.
- d. To prepare and send an invoice(s) to DISTRICT for each specific project, or significant project phase.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED:

- a. The parties shall cooperate fully with one another to attain the purposes of this Agreement.
- b. Each party shall indemnify, defend, and hold each of the other parties, including their special districts, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such party, its agents, officers, and employees, in connection with the responsibilities delegated to, or the actions taken by, such party under this AGREEMENT, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.
- c. This Agreement may be amended in writing by the signatory parties in the manner originally executed.
- d. Any notices, invoices, reports, correspondence, or other communication concerning this AGREEMENT shall be directed to the following, except that any party may change the name or address by

giving the other parties at least ten (10) days written notice of the new name or address:

DISTRICT:

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

CITY:

Mr. Desi Alvarez
Director of Public Works
11111 Brookshire Avenue
Downey, CA 90241-7016

- e. The parties are, and shall at all times remain as to each other, wholly independent entities. No party to this Agreement shall have power to incur any debt, obligation, or liability related to the terms of this agreement on behalf of any other party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party.
- f. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each party.
- g. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- h. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- i. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
- j. All parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be

construed according to its fair language and any ambiguities shall not be resolved against the drafting party.

- k. Each of the persons signing below on behalf of a party represents and warrants that he or she is authorized to sign this Agreement on behalf of such party.
- l. The effective date of this Agreement shall be the date of the last party's signature.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective officers, duly authorized, as follows:

Dated _____

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chairman, Board of Supervisors

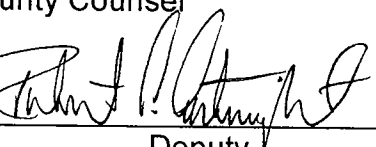
ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

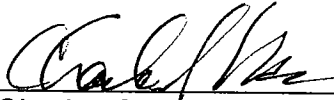
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF DOWNEY

APPROVED AS TO FORM:



Charles S. Vose
City Counsel



Gerald M. Caton, City Manager

Dated: _____